



DIRECT COMMERCIAL LIMITED

Settlement Report

March - July 2020

Kennedys

Client	Direct Commercial Limited
Matter	MR BENJAMIN LUKE PEIZER -V- DIRECT COMMERCIAL LTD
File no.	954021
Date	26 March 2020
Author	Ryan Pound

OUTCOME

Decided at Trial: £2,800.00 (damages)

Summary

This was an MOJ Stage 3 matter which proceeded to Trial with instructions not to increase above the COA high.

DCL ref:	A2018/005793		
DCL handler:	Michael Birch		
Policyholder:	Mr Peter Manseel		
Broker:	N/A		
Kennedys handler:	Ryan Pound		
Claimant Solicitor:	Hawker Jones Solicitors		
Date instructed:	26 July 2019	Date settled:	16 March 2020
Original claim:	£3,010.00	Settlement:	£2,800.00

BRIEF DETAILS OF CLAIM:

This was an MOJ matter with instructions not to exceed the COA high of £2,300.00. However, at the Stage 3 Hearing on 16 March 2020, DDJ Driver decided that General Damages were assessed at £2,800.00 with nothing accepted for miscellaneous expenses.

POINTS TO NOTE:

In some cases the Court will award more than the COA high.

	DIRECT COMMERCIAL LIMITED - SMALL CLAIMS NON-INJURY (FIXED FEE)
Matter	QUANTOCK FARM MACHINERY - V - MR JOHNSON OBIRI YEBOAH, AMY KING
File no.	D4597-915706
Date	20 March 2020
Author	Georgia Betts

OUTCOME

Trial win

Summary

This was a small claims matter where the Court found that we were the innocent third party and as such we can recover our losses totalling £14,260.07.

ref:	A2017/003968		
handler:	Gary Mifsud		
Policyholder:	Jobyco Ltd		
Broker:	Sam Appau at Exodus Brokers		
Kennedys handler:	Georgia Betts		
Claimant Solicitor:	Litigant in Person		
Date instructed:	28 August 2018	Date settled:	18 March 2020
Original claim:	£19,500.00	Settlement:	£19,500.00

BRIEF DETAILS OF CLAIM:

This was a small claims matter whereby the Claimant, a litigant in person, had issued proceedings in respect of a claim arising out a road traffic accident which occurred on 21 January 2018.

The other parties confirmed that the collision took place on 20 January 2018.

Kennedys were initially instructed to settle the matter on best terms. However, following investigations, it was confirmed that we had a good case to argue that we were the innocent third party.

Kennedys therefore proceeded to bring a Part 20 Claim bringing in the third party so liability could be fully resolved within the proceedings.

LIABILITY

The Claimant alleged that their driver, Mr Graham Burden, was correctly proceeding in the nearside lane on the M25 between junctions 24 and 25 when he saw the Policyholder's vehicle careering across the motorway at speed and heading towards the Claimant's vehicle. The Claimant's driver alleged that they took evasive action by moving onto the hard shoulder however, a collision still occurred between the Claimant's vehicle and the Policyholder's vehicle.

The Claimant initially put the accident fault down to the Policyholder's driver's excessive speed. However, the Claimant filed Particulars of Claims which pleaded that the third party, Miss Amy King was at fault for having initially collided with Policyholder's vehicle causing the Policyholder's vehicle to lose control.

The Policyholder alleged that he was correctly proceeding in the offside lane on the M25 when the vehicle driven by Miss Amy King collided with the rear near side of the Policyholder's vehicle. The impact caused the Policyholder's vehicle to collide with the central reservation, rebound across the motorway and collide with the vehicle driven by the Claimant before coming to a stop on the grass bank.

Miss Amy King alleged that she was correctly proceeding in the third of the four lanes when the vehicle driven by the Claimant, that was travelling in the second lane, pulled across her path from her left into her lane striking the front passenger side of her vehicle which forced her vehicle into the offside lane where she struck the Policyholder's vehicle.

QUANTUM

The Claimant alleged that they incurred losses totalling £3,945.55 in respect of the following losses:

1. Vehicle damage in the sum of £1,385.55
2. Loss of no claims bonus in the sum of £1,800.00
3. Vehicle hire in the sum of £160.00
4. Loss of earnings in the sum of £600.00

Prior to issuing proceedings, Kennedys agreed an MOU with the Claimant's Insurers in the sum of £14,260.07 (repairs at £9,501.77 and insurer outlay at £4,758.30) in respect of the client losses to prevent the need to include them in the proceedings.

Kennedys then made a consented application to include Miss King in the proceedings as the Second Defendant in light of the Claimant's Particulars of Claim and the Part 20 Defendant to our claim at £15,075.51 (repairs at £9,501.77, insurers outlay at £4,758.00, interest at £815.74).

At the hearing, the Judge found that the Claimant's claim was dismissed and he had a glancing impact with Ms King before she collided with Policyholder, therefore finding that the Policyholder was the innocent third party.

The Judge essentially accepted that the Policyholder was an innocent party and the main dispute of fact is between Ms King and the Claimant. The Judge made his findings on the basis of the

photographs of the damage noting that there was damage to the nearside front corner of Ms King's BMW and there was no suggestion that was caused by the Policyholder. The Judge held it was more likely than not that the Claimant pulled across into Ms King's lane and there was a glancing impact between the two vehicles.

The Judge ordered that the Policyholder's witness expenses at £188.00. The Judge also agreed the MOU should be recovered from the Claimant's Insurers outside of the court process but ensured it was on court record.

POINTS TO NOTE:

This was a really good outcome in this matter.

After the judgment, the Claimant asked who he could appeal to and how he could do it. He applied to the Judge orally for permission to appeal but that was predictably refused. The Judge fully accepted that the Policyholder could not say what happened either was between the Claimant and Miss King as they simply did not see what was going on behind them before the collision. As such, any appeal should be made between the Claimant and Miss King to avoid any increased costs from ourselves.

Client	DIRECT COMMERCIAL LIMITED - SMALL CLAIMS NON-INJURY (FIXED FEE)
Matter	MS PAULINE CHALKER -V- GREAT LAKES REINSURANCE (UK) PLC
File no.	D4597-976836
Date	02 April 2020
Author	Georgia Betts

OUTCOME

Discontinuance

Summary

This was a small claims matter that was discontinued upon receipt of our defence.

ref:	LI/A2018/012038		
handler:	Lucy Isbell		
Policyholder:	Nijjar Dairies Ltd		
Broker:	Movo Insurance		
Kennedys handler:	Georgia Betts		
Claimant Solicitor:	Irwin Mitchell		
Date instructed:	30 January 2020	Date settled:	20 March 2020
Original claim:	£741.16	Settlement:	£0.00

BRIEF DETAILS OF CLAIM:

This was a small claims matter where liability was in dispute as we believed the matter was a case of mistaken identity.

The Claimant alleged that our vehicle reversed into a collision with their vehicle in Morrison's carpark in Birmingham.

The Policyholder's tracker report confirmed the vehicle was not at the alleged location and Policyholder advised the vehicle had never been in Birmingham as it is a Derby van.

The Policyholder advised they had no record of ever employing the alleged driver name of 'James Bellamy'.

Kennedys entered a defence maintaining 100% liability denial and exhibiting the tracker report and comments from the Policyholder regarding having no record of the alleged driver. Kennedys then invited the Claimant's Solicitors to discontinue their claim.

A few weeks later the Claimant's Solicitors filed their Notice of Discontinuance.

POINTS TO NOTE:

If there is clear evidence on a matter it is worthwhile exhibiting it to the defence so the court has a record and inviting the Claimant's Solicitors to discontinue.

Client	DIRECT COMMERCIAL LIMITED - SMALL CLAIMS NON-INJURY (FIXED FEE)
Matter	RICHARD KUTTNER -V- AOG COURIERS LIMITED
File no.	D4597-980561
Date	02 April 2020
Author	Georgia Betts

OUTCOME

Discontinuance

Summary

This was a small claims matter where the Claimant discontinued his claim following our invitation for him to do so given that he failed to provide RTA Notice and correctly plead his claim.

ref:	A2019/005271		
handler:	Sue Farrington		
Policyholder:	AOG Couriers		
Broker:	Towergate Insurance		
Kennedys handler:	Georgia Betts		
Claimant Solicitor:	Litigant in Person		
Date instructed:	26 February 2020	Date settled:	26 March 2020
Original claim:	£1,824.00	Settlement:	£0.00

BRIEF DETAILS OF CLAIM:

This was a small claims matter where liability and quantum were in dispute.

Proceedings were issued via the money claims online and the Policyholder had entered their own defence. We did not need to apply to rely on an Amended Defence as the Claimant had pleaded his claim incorrectly.

We wrote to the Claimant advising that he had failed to contact the Defendant Insurer prior to issuing proceedings and therefore have not complied with **Paragraph 3 of the Practice Direction - Pre-Action Conduct and Protocols** in which the court expects the parties to have exchanged sufficient information before proceedings are commenced.

The Claimant also failed to provide proper notice pursuant to **s.152(1)(a) of the Road Traffic Act**.

We also advised the Claimant that he had breached **Paragraph 5.2 of Practice Direction 7E** in failing to provide the Particulars of Claim either on the claim form or within 14 days of service of the claim form.

We therefore gave the Claimant the option to discontinue his claim or apply to rely on Particulars of Claim confirming agreement that the issue and application fees would not be payable by the Defendant.

The Claimant called and confirmed that if he discontinues, he will not be pursued for wasted costs. Following confirmation of the same, the Claimant discontinued his claim.

POINTS TO NOTE:

This was a good outcome in this matter. It is always worth giving the claimant the option to discontinue in the alternative to making an application to file amended proceedings to correctly plead their claim.

Client	Direct Commercial Limited
Matter	MR DAVID CHRISTOPHER GEORGE -V- GREAT LAKES INSURANCE SE
File no.	D4600-983081
Date	11 May 2020
Author	Ryan Pound

OUTCOME

Settlement achieved: £3,574.89

Summary

This was an MOJ Stage 3 matter which we were able to settle with the Claimant Solicitors before the MOJ Hearing.

DCL ref:	DCL-A2018/002083		
DCL handler:	Gary Misfud		
Policyholder:	HZ Logistics UK Ltd		
Broker:	N/A		
Kennedys handler:	Ryan Pound		
Claimant Solicitor:	Admiral Law Solicitors		
Date instructed:	17 March 2020	Date settled:	05 May 2020

Original claim:

£3,774.89

Settlement:

£3,574.89

BRIEF DETAILS OF CLAIM:

This was an MOJ Stage 3 matter with liability admitted but quantum disputed. Once evidence was provided regarding Special Damages and confirming the amounts claimed, DCL instructed us to agree the full sum for them along with submitting an increased offer for General Damages, which was accepted.

POINTS TO NOTE:

N/A

Client	Direct Commercial Limited
Matter	Mr James Spiby -V- Reason Transport Limited
File no.	D4711-971914
Date	19 May 2020
Author	Emma Pickford

Outcome

Settled Claimant's claim in full on a 50/50 basis

Summary

Claimant's Insurers made a 50/50 offer pre -issue which the Client accepted, on the same day, after acceptance the offer was withdrawn. Claimant issued for special damages only but matter allocated to Fast Track due to value.

DCL ref:	A2019/000158		
Policyholder:	Reason Transport		
Broker:	Jelf Insurance Brokers		
Kennedys handler:	Emma Pickford		
Claimant Solicitor:	KLS Law		
Date instructed:	20/12/2019	Date settled:	19/05/2019
Original claim:	£13,045.74	Settlement:	£6,250.00

BRIEF DETAILS OF CLAIM:

Our Defence advised the Court of the previous 50/50 agreement, the Claimant's Solicitors then conceded this point. The Court allocated the matter to the Fast Track despite our request that it be a Small Claims matter. We were unable to obtain a BHR due to the age of the Claimant and given the matter was subject to Standard Costs obtained instructions to settle as quickly as possible.

POINTS TO NOTE:

Always consider the track a matter is allocated to, especially when there is no injury involved.

Client	Direct Commercial Limited
Matter	Master Tonis Klova -V- Mr Pacal Severino
File no.	D4598-974393
Date	20 May 2020
Author	Emma Pickford

OUTCOME

Settlement achieved: £2,639.99

Summary

Infant approval matter settled at £100.00 over COA in order to limit costs. Also settled by way of parental indemnity in light of Covid-19 situation in order to bring about early settlement, this also limited costs.

DCL ref:	2018/000687MT		
TCL handler:	Marianne Turner		
Policyholder:	Mr Pascal Severino		
Broker:	N/A		
Kennedys handler:	Emma Pickford		
Claimant Solicitor:	Optimum Law		
Date instructed:	13 January 2020	Date settled:	20 May 2020
Original claim:	£2,889.99	Settlement:	£2,639.99

BRIEF DETAILS OF CLAIM:

Minor Claim for PI and car seats. COA limit was £2,400.00, we suggested increasing by £100.00 in the first instance to see if we could get matter settled as Fast Track proceedings had been issued and this would limit costs payable. Client agreed. The Claimant's representatives also suggested settlement by way of parental indemnity in light of the Covid-10 situation it may have taken a long time for the claim to be approved. The Client agreed the same.

POINTS TO NOTE:

It is always good to consider increasing slightly on damages in order to limit costs payable and looking at the matter on a complete basis.

Client	Direct Commercial Limited
Matter	Ms Sharon Lisa Watkins -V- Gateway Transport Limited (1) Carraig Insurance Company Limited (2)
File no.	980368
Date	12 June 2020
Author	Emma Pickford

Outcome

Fast Track Matter settled in full

Summary

Liability admitted matter which was subject to standard costs due to the Defendant's vehicle being registered in the Republic of Ireland. Settled post DQ but prior to allocation.

DCL ref:	2016/000553		
TCL handler:	Michael Barker		
Policyholder:	Gateway Transport Limited		
Broker:	Bermingham Hooper Dolan Insurances Ltd		
Kennedys handler:	Emma Pickford		
Claimant Solicitor:	BBE Law		
Date instructed:	25 February 2020	Date settled:	12 June 2020
Original claim:	£2,750.00	Settlement:	£2,490.00

BRIEF DETAILS OF CLAIM:

The Claimant was only seeking to obtain damages for personal injuries, proceedings issued as no response to offers, DCL asking for the matter to be submitted through the Portal. On review the claim did not have to proceed through the portal as the Defendant's vehicle was registered in the Republic of Ireland. As such we accepted a reasonable offer made prior to the matter being allocated.

POINTS TO NOTE:

Always considered whether the Defendant's vehicle was registered where claims not submitted through the portal.

Client	Direct Commercial Limited
Matter	Mr Aaron Wells -V- Parry & Evans Ltd
File no.	D4598-963270
Date	12 June 2020
Author	Emma Pickford

Outcome

Settled in full on a without prejudice basis

Summary

Liability was in dispute in this matter, however, the Defendant's driver was unwilling to attend court as he alleged the Claimant had tried to attack him after the incident. As such we had to settle the matter in full on a without prejudice basis, we were able to secure a reduced quantum figure.

DCL ref:	A2018/008117		
DCL handler:	Danny Mole		
Policyholder:	Parry & Evans Ltd		
Broker:	RBIG Insurance Brokers		
Kennedys handler:	Emma Pickford		
Claimant Solicitor:	Michael W Halsall Solicitors Limited		
Date instructed:	11 October 2019	Date settled:	12 June 2020
Original claim:	£16,287.98	Settlement:	£12,850.00

BRIEF DETAILS OF CLAIM:

The Defendant's driver alleged this was a road rage incident where the Claimant has changed lanes suddenly and caused a collision to occur. From early on the driver advised he would not be willing

to attend court. We attempted to obtain a split settlement on the matter but the Claimant was not willing to accept any fault, as such we had no option but to settle the Claimant's claim in full on a without prejudice basis.

The Claimant was attempting to recover over £7,800.00 of credit hire charges along with an insurers outlay of over £5,000.00 We were able to negotiate a reduced sum for credit hire in light of the fact hire had started 27 days prior to the Claimant's vehicle being inspected and ended 12 days after he should have received settlement monies for his vehicle. We were also able to reduce the Insurers outlay as it originally included an amount for the Engineer's report.

POINTS TO NOTE:

Always consider Insurers Outlay's thoroughly as they may include sums for fees which should not be recovered as damages.

Client	Direct Commercial Limited
Matter	Ms Jenna Helen Hughes -V- Gateway Transport Limited (1) Carraig Insurance Company Limited (2)
File no.	979498
Date	12 June 2020
Author	Emma Pickford

Outcome

Fast Track Matter settled in full

Summary

Liability admitted matter which was subject to standard costs due to the Defendant's vehicle being registered in the Republic of Ireland. Settled prior to filing DQ.

DCL ref:	2016/000553		
TCL handler:	Michael Barker		
Policyholder:	Gateway Transport Limited		
Broker:	Bermingham Hooper Dolan Insurances Ltd		
Kennedys handler:	Emma Pickford		
Claimant Solicitor:	BBE Law		
Date instructed:	17 February 2020	Date settled:	12 June 2020
Original claim:	£7,485.00	Settlement:	£6,235.00

BRIEF DETAILS OF CLAIM:

The Claimant was only seeking to obtain damages for personal injury and treatment fees, proceedings issued as no response to offers, DCL asking for the matter to be submitted through the Portal. On review the claim did not have to proceed through the portal as the Defendant's vehicle was registered in the Republic of Ireland. As such we accepted a reasonable offer made prior to filing the Directions Questionnaire.

POINTS TO NOTE:

Always considered whether the Defendant's vehicle was registered where claims not submitted through the portal.

Client	DIRECT COMMERCIAL LIMITED - MOJ STAGE 3 (FIXED FEE)
Matter	MARGARET PARKER -V- LOUIS PIO
File no.	D4600-974896
Date	26 June 2020
Author	Georgia Betts

Outcome

Credit hire dismissed at MOJ Stage 3 Hearing

Summary

This was an MOJ Stage 3 matter where the Credit Hire claim was dismissed at the hearing resulting in savings made.

ref:	GM/2017/001019		
handler:	Gary Mifsud		
Policyholder:	Louis Pio		
Broker:	N/A		
Kennedys handler:	Georgia Betts		
Claimant Solicitor:	Carpenters		
Date instructed:	16 January 2020	Date settled:	26 June 2020
Original claim:	£9,030.31	Settlement:	£5,733.90

BRIEF DETAILS OF CLAIM:

This was a MOJ matter where we were instructed to negotiate the COA high offer at Stage 3 and if rejected, instruct Counsel to maintain the same at the Stage 3 hearing.

The Claimant sustained a soft tissue injury to the cervical spine, intermittent paraesthesia in the left upper arm and mild travel anxiety. The orthopaedic surgeon Dr D Shrivastava opined that the

symptoms would resolve within 1 year and 8 months from the accident. The COA high was £4,500.00.

The Claimant also brought a claim for the following losses:

- **Medical expenses in the sum of £520.00** - Agreed
- **Miscellaneous expenses in the sum of £400.00**

These losses related to items in the Claimant's boot that were damaged from the rear shunt collision. Photographs were provided but some of the items claimed were unsubstantiated.

We Instructed Counsel to maintain our stage 3 offer for miscellaneous expenses in the sum of £72.99 broken down as CD player at £21.99, A4 ring binder at £1.00 and general products at £50.00.

- **Credit hire in the sum of £1,258.49 (per the invoice) however claimed at £1,109.81 at Stage 2. The hire was in respect of a Hyundai hired for a daily rate of £49.94 x 21 days plus VAT.**

We were initially not instructed to review the credit hire claim as Horwich Farrelly were dealing. However, a few weeks before the MOJ Stage 3 hearing we became aware that Horwich Farrelly closed their file as Lyons Davidson, who were pursuing the hire, closed their file without litigating. This was assumedly because Carpenters had picked up the claim within the Claimant's low value personal injury claim in which we were instructed.

We advised DCL to hold a cautionary reserve for the hire given that no arguments had been raised at Stage 2 and the likelihood that the Judge would award the hire in full on this basis. However, as we were already proceeding to the Stage 3 hearing on the basis that general damages could not be agreed at Stage 3, we instructed Counsel to initially raise the following hire arguments:

Need

The Claimant had failed to provide a copy of the engineering evidence confirming the Claimant's vehicle was immobile as alleged. We requested the same but no response had been received. Counsel was instructed to put the Claimant to proof in respect of the need to hire a replacement vehicle.

Rate

The Claimant's own vehicle was a Nissan Micra (ABI S3 £39.94) and she proceeded to hire a lower rate Hyundai I10 (ABI S2 £37.45). The Defendant did not file any rates evidence at Stage 2 and therefore, Counsel was instructed to agree the hired daily rate of £49.94 plus VAT.

Period

The Claimant hired the vehicle for the period of 21 days between 02 July 2018 and 23 July 2018.

The letter from the innovation group dated 27 June 2019 provided the loss of use dates advising that the vehicle was deemed a total loss on 27 June 2018, a PAV offer was made on 06 July 2018 however, the date of the PAV being received was not noted and the hire did not end until 23 July 2020. We requested the full loss of use dates however, no response was received.

We instructed Counsel to initially put the Claimant to proof in respect of the Claimant's need to hire a replacement vehicle and ultimately seek a reduction on the period allowing 7 days from the date of the PAV offer on 06 July, therefore offering the period of 16 days (16 x hired rate of £49.94 plus VAT totals £958.85).

Shortly before the hearing, Counsel called to seek instructions to agree the Claimant's Stage 2 offer for hire in the sum of £1,109.81 to save just over £100.00 given the likelihood of hire being awarded in full. We instructed Counsel not to accept this offer and instead proceed to the hearing to raise the arguments as there would be no increased costs of doing so and the Client had held a cautionary reserve for the hire in full.

At the MOJ Stage 3 hearing, DJ Murphy dismissed the credit hire claim on the basis that no technical issues were raised by Counsel for the Claimant and that no statement nor engineering evidence had been provided to support the need of the hire at any point to date.

Damages were awarded in the total sum of £5,733.90 broken down as follows:

Generals - £5,000.00

Physiotherapy - £520.50

Hire - £0.00

Miscellaneous - £200.00

Interest - £13.40

POINTS TO NOTE:

Counsel advised that the Counsel for the Claimant, Mr Shaun Bresnahan is an in-house Counsel for Carpenters who advised that they have had a few hearings where the Judges have dismissed the hire as they have not provided engineering evidence. It is likely to be an issue to be ironed out soon but notable that Defendants are having some success on these issues.

Counsel also advised that Mr Bresnahan did not raise the technical issues of arguments not being raised at Stage 2 but advised that other Counsel would and there is a litigation risk on this argument.

This was a really good outcome with savings made.

Client	Direct Commercial Limited
Matter	Mr Richard Thomas Chanda Mkandawire -v- R T Keedwell Group Limited
File no.	D4598-968283
Date	30 June 2020
Author	Emma Pickford

Outcome
Claimant successful at Trial
Summary
Change of lanes collision, Defendant did not have a driver on board but did have Dashcam footage.

DCL ref:	A2018/004925		
DCL handler:	Gary Mifsud		
Policyholder:	R T Keedwell Group Limited		
Broker:	Castlemead Insurance Broker		
Kennedys handler:	Emma Pickford		
Claimant Solicitor:	Excel Legal		
Date instructed:		Date settled:	30 June 2020
Original claim:	£2,778.52	Settlement:	£4,663.03

BRIEF DETAILS OF CLAIM:

This was a Fast Track change of lanes collision, we held Dashcam footage which we believed showed that the Defendant driver did not deviate from his lane. Unfortunately the Defendant's driver left the company anon bad terms and so we could not obtain a statement from him or call him as a witness. Given the Dashcam footage we obtained a statement from a relevant employee of the Defendant,. That individual also agreed to attend the Trial.

At the Trial the witness advised that he could see that the left hand white line in the CCTV footage and so this was indicative of the Defendant's vehicle moving left into the Claimant's lane. The Judge held that this was also his impression, he also commented that C was an honest witness (notwithstanding his inconsistencies in cross-examination) whereas the Defendant did not have the driver as a live witness to oppose what the Claimant said.

In terms of damages, the Claimant had been looking to recover £330.00 for hire which would have been required when his vehicle was being repaired. The Judge did not award anything in respect of this, and so the Claimant only recovered the cost of his repairs. We were limited to COA high of £2,000.00 the Judge awarded £2,400.00 for general damages.

POINTS TO NOTE:

Always make sure that if we are relying on CCTV that the witness agrees with our stance in terms of liability, especially where we do not have a driver.

Client	Direct Commercial Limited
Matter	Nathan Cockerton -V- Nijjar Dairies Ltd
File no.	D4598-965450
Date	10 July 2020
Author	Emma Pickford

Outcome

Settled 75/25 in Claimant's favour

Summary

The matter settled on a 75/25 basis in the Claimant's favour despite us not having a driver on board. We also made a reduced offer for hire due to off the record discussions with the Hire Company.

DCL ref:	A2017/008626		
DCL handler:	PAUL HAZEL		
Policyholder:	Nijjar Dairies Ltd		
Broker:	Movo Insurance Brokers		
Kennedys handler:	Emma Pickford		
Claimant Solicitor:	Michael W Halsall		
Date instructed:	25 October 2019	Date settled:	10 July 2020
Original claim:	£13,154.62	Settlement:	£7,500.00

BRIEF DETAILS OF CLAIM:

This was a Fast Track matter with a liability dispute, our prospects looked good however, our driver left the country and could not be traced. As such we made a 50/50 offer in an attempt to reduce the liability. The offer was rejected, however a 75/25 offer in the Claimant's favour was put forward which we accepted.

The Claimant hire company advised DCL, off the record, that they did not think they should have Hired to the Claimant on this matter. The Claimant made an offer to settled at a reduced sum, however, taking into account the Hire Company's comments and given the Claimant should have off-hired a week earlier than he did, we made a reduced offer for hire and made no offers for loss of use or storage. The Offer was accepted by the Claimant prior to a Hearing being listed.

POINTS TO NOTE:

Always make liability offers as soon as you become aware there is no driver assistance as, even if not accepted it can prompt a counter offer.

Client	T & A FREIGHT LTD
Matter	MR CHRIS GERARD -V- Great Lakes Reinsurance
File no.	D4597-915706
Date	31 JULY 2020
Author	SOPHIE ANDERSON/IVANA SIDEY

OUTCOME

Settlement achieved: £5,550.00

Summary

A 50/50 liability split was agreed early and quantum was later agreed ahead of a hearing.

Ref:	A2018/011513		
Handler:	Malcolm Allen		
Policyholder:	T & A Freight		
Broker:	Liam Kirk at Towergate		
Kennedys handler:	Sophie Anderson		
Claimant Solicitor:	Irwin Mitchell		
Date instructed:	16 March 2020	Date settled:	29 July 2020
Original claim:	£15,908.89	Settlement:	£5,550.00 - damages £900 - costs

BRIEF DETAILS OF CLAIM:

The Claimant stated he was correctly proceeding along Newham Avenue when the Defendant's insured driver emerged from a side road and collided with the side of their vehicle.

The Defendant driver stated that he was pulling out of a side road when a vehicle stopped to let him go. He stated that the Claimant impatiently pulled in front of the Defendant along Newham Avenue and crossed onto the wrong side of the road which caused the collision.

LIABILITY

There were no independent witnesses to support the assertion that the Claimant travelled on the wrong side of the road.

Liability was disputed but prospects of success were weak due to the fact the Defendant driver admitted to pulling out of a side road.

We made a 50/50 liability split offer which was agreed.

POINTS TO NOTE:

This was a good outcome given the lack of witnesses. A 50/50 liability split was agreed early on so we could narrow the issues and agree quantum ahead of a hearing.

We managed to successfully negotiate down the hire rates, taking into account delays and having obtained our own Basic Hire Rates Report which showed that the Claimant could have hired a like for like vehicle at a rate of £110.79 per day, rather than the £191.32 p/d - therefore we made offers in this region which were accepted.

This was a Fast Track matter, since damages were pleaded in excess of £10,000, but we successfully argued that Small Claim costs were applicable. Costs were agreed at £900 resulting in a large saving.

